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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Applications of)	MM Docket No. 93-89
)	
AURIO A. MATOS)	File No. BPH-911114MS
)	
LLOYD SANTIAGO-SANTOS and LOURDES)	File No. BPH-911115MP
RODRIGUES-BONET)	
)	
For Construction Permit for a New)	
FM Station on Channel 293A in)	
Culebra, Puerto Rico)	

RECEIVED

JUL 22 1994

To: The Review Board

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

**SUPPLEMENT TO JOINT REQUEST FOR
APPROVAL OF SETTLEMENT AGREEMENT**

Aurio A. Matos ("Matos") and Lloyd Santiago-Santos and Lourdes Rodrigues-Bonet ("Santiago and Rodrigues"), by their attorneys and pursuant to the Review Board's Order, FCC 94R-11, released July 7, 1994 ("Order"), supplement their pending Joint Request for Approval of Settlement Agreement as directed in the Order.

1. Matos and Santiago and Rodrigues filed a Joint Request for Approval of Settlement Agreement with the Review Board on March 8, 1994 (the "Joint Request"). In the Joint Request, a copy of the Settlement Agreement and affidavits of all the principals were provided. The Settlement Agreement contemplates: (a) grant of the Matos application; (b) dismissal of the Santiago and Rodrigues application; (c) Matos' reimbursement of \$50,000.00 of the expenses Santiago and Rodrigues incurred in the prosecution of their application and (d) Matos' hiring of Santiago and Rodrigues on a part-time basis as consultants for a two year period commencing upon issuance of a construction permit to Matos.

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2. The Order directed the parties to file further documentation in support of the proposed settlement agreement. Specifically, the Review Board asked the parties to provide: (a) documentation of the reasonable and prudent expenses incurred by Santiago and Rodrigues in the prosecution of their application ¹; (b) executed copies of the consulting agreements between Matos and Santiago and Matos and Rodrigues; and (c) an executed copy of the escrow agreement relating to the two consulting agreements. These documents were to be filed by the parties within 15 days of the Order's release date.

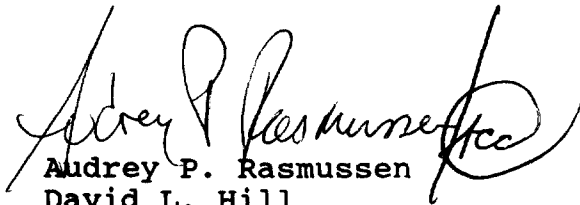
3. Attached hereto as Exhibit A is the list of expenses of Santiago and Rodrigues as prepared and presented to the Review Board and Mass Media Bureau counsel on April 12, 1994. Exhibit B is the executed consulting agreements between Matos and Santiago and Matos and Rodrigues. ² A copy of the executed Escrow Agreement requiring that each year's consulting fees be placed in escrow at the beginning of the year will be forthcoming as soon as the parties agree on a neutral escrow agent.

¹ This information was provided to Mass Media Bureau Counsel and the Review Board's Chief of Law by letter dated April 12, 1994.

² Briefly summarizing the terms, Matos plans to pay Santiago and Rodrigues each \$12,500.00 per year for a period of two years based on a 40 hour per month work schedule, so their salary will be about \$26.00 per hour.

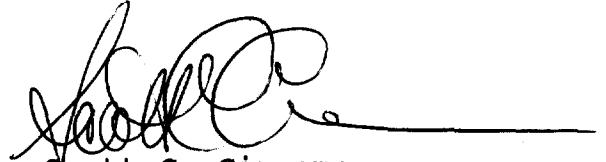
4. The parties respectfully request that the documents attached hereto be accepted as a supplement to their pending Joint Request and that the Joint Request and Matos' application be granted.

Respectfully submitted,



Audrey P. Rasmussen
David L. Hill
O'CONNOR & HANNAN
1919 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20006
(202) 887-1400

Counsel for Lloyd Santiago-Santos &
Lourdes Rodrigues-Bonet



Scott C. Cinnamon
BROWN NIETERT & KAUFMAN
1920 N Street, N.W.
Suite 660
Washington, D.C. 20036
(202) 887-0600

Counsel for Aurio A. Matos

Date: July 22, 1994

EXHIBIT A

O'CONNOR & HANNAN

ATTORNEYS AT LAW

SUITE 800
1919 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20006-3483

(202) 887-1400

TELEX 89-7420

FAX (202) 466-2198

AUDREY P. RASMUSSEN

MINNEAPOLIS OFFICE
3800 IDS CENTER
80 SOUTH EIGHTH STREET
MINNEAPOLIS, MN 55402-2254
(612) 341-3800
FAX (612) 343-1256
MADRID OFFICE
LA RINCONADA, 6, 3º
28023 MADRID, SPAIN
TEL (34) 91 578-0844 & 357-2251
FAX (34) 91 577-0758

April 12, 1994

Gary Schonman, Esquire
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554

Re: MM Docket No. 93-89, Culebra, Puerto Rico

Dear Mr. Schonman:

This letter, on behalf of Lloyd Santiago-Santos and Lourdes Rodriguez Bonet ("Santos and Bonet"), and at the request of Commission staff, submits supplemental information in connection with the Joint Request for Approval of Settlement Agreement. Santos and Bonet hereby submit the following:

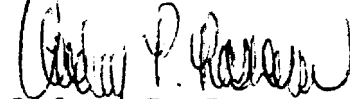
1. Isabel Rodriguez Bonet, attorneys fees: \$1,000. Enclosed please find an invoice for services rendered for \$1,000.
2. du Triel & Associates, engineering fees: \$4,200. Enclosed please find a statement regarding the engineering services for du Treil & Associates for \$4,200.
3. A.J. Fournier, tower lease site: \$5,000. Enclosed please find the lease agreement between A.J. Fournier which required that Santos and Bonet pay \$2,400 down and \$100 a month from the beginning of the lease to December, 1993 in the amount of \$5,000.
4. Periodico El Vocaro, advertising fees: \$205. Enclosed please find two bills from June and July, 1993 which equal \$197.

Gary Schonman, Esquire
April 12, 1994
Page 2

5. Lloyd Santiago-Santos, travel to Culebra: \$1,000. Enclosed please find the trip expenses to Culebra signed by Lloyd Santiago-Santos.
6. Bona Fide deposition: \$600. Enclosed please find a bill from Bona Fide Bi-Lingual Reporting Service as well as a bill for three hours of interpretation at \$5.00 an hour which totals \$601.

If there are any questions concerning this material, please give me a call.

Very truly yours,



Audrey P. Rasmussen

APR:gln
Enclosures

cc: Allan Sacks, Esq. (w/o enc.)
Scott Cinnamon, Esq. (w/enc.)

1277r

NO. 1

LAW OFFICE
P.O. BOX 19917, FERNANDEZ JUNCOS STATION
SANTURCE, PUERTO RICO 00910
TELS. 763-0263 y 763-6272 FAX 758-3387

INVOICE

SR. LLOYD SANTIAGO
Y/O SRA. LOURDES RODRIGUEZ
URB. MARINA BAHIA, PLAZA 9
RB #35, CATAÑO, P.R. 00962

=====

SECOND REQUEST

SERVICES PERFORMED/EXPENSES

AMOUNT

FOR PROFESSIONAL SERVICES
REGARDING FM CULEBRA LICENSE

AMOUNT PAY DUE

\$1,000.00

CERTIFIED CORRECT AND NOT PAID


ISABEL L. RODRIGUEZ BONET

NO. 2

du Treil, Lundin & Rackley, Inc.

A Subsidiary of A. D. Ring, P.C.

STATEMENT REGARDING ENGINEERING SERVICES
PREPARED ON BEHALF OF
LLOYD SANTIAGO-SANTOS AND LOURDES RODRIGUEZ BONET
CULEBRA, PUERTO RICO

For engineering services related to the Rule-Making and subsequent application of Lloyd Santiago-Santos and Lourdes Rodriguez Bonet (FCC File No. BPH-911115MP) for a channel 293A FM station at Culebra, Puerto Rico, this firm received \$4200.00.



Louis R. du Treil, Sr.
President

du Treil, Lundin & Rackley, Inc.
240 N. Washington Blvd., Ste. 700
Sarasota, Florida 34236
(813) 366-2611

March 8, 1994

Contrato de Arrendamiento -

De una parte. Don Joseph M. A. Fournier
Soltero, vecino de Culebra, mayor de edad, con
el # Seguro Social 016-30-8279 con
capacidad legal suficiente que probará
en cualquier momento de ser requerido.

De otra parte - Don Lloyd M. SANTIAGO
vecino de Cataño, Casado, mayor de edad
con el # Seguro Social 583-82 7074 con
capacidad legal suficiente que probará
en cualquier momento de ser requerido.

CONVIENEN

- 1) Que Joseph M. A. Fournier es dueño
del edificio sito en la calle Pedro Marqu
6 Culebra Puerto Rico.
- 2) Que dicho local lo tiene y lo usa comercia
lmente y conviene con el Sr. Lloyd M.
Santiago el arrendamiento de un cuarto

NO. 3

en dicho edificio y facilita un espacio en el techo del edificio para colocar una torre.

3)- La renta sera de 200.00 dolares mensuales por el arrendamiento del cuarto y la facilidades para la antena o torre.

4)- Dicho arrendamiento no limita a al Sr. Fournier a alquilar dicho cuarto en una base de arrendamiento de mes a mes, debiendo desalojarlo mediante una solicitud escrita por parte del Sr. Santiago en 30 dias despues de recibir dicha comunicacion

5)- La segunda parte el Sr. Lloyd Santi debera pagar la renta de un año por adelantado mediante cheque por la cantidad de 2,400.00 al año. y posteriormente un contrato de arrendamiento de mes a mes.

6) - el pago de la renta se hará
mediante cheque ~~certificado~~ por
la cantidad de 1,800.00 y en 30
días se pagará 600.00 restantes.

1) - ESTE CONTRATO de arrenda-
miento entrara en vigor inmediata-
mente.

Así convienen las partes y acuerdan
y Firman hoy 13 de noviembre de 1991.
en Culebra Puerto Rico.

Lloyd M. Santiago
Lloyd M. Santiago
Lloyd M. Santiago

Joseph B. A. Fournier
Joseph B. A. Fournier
Joseph B. A. Fournier

NO. 4



AVE. PONCE DE LEON 206, PDA. 4^{ta}, PUERTA DE TIERRA
APARTADO 3831, SAN JUAN, PUERTO RICO 00902-3831
TEL. 724-1485

FACTURA

ED- 30329 B

A: **LLOYD M. SANTIAGO SANTOS**
PO BOX 495
ARECIBO PR 00613-0495

FECHA:
TARIFA:
NUM. INSERCIONES: **4**

CLIENTE:

TAMAÑO POSICION: EMPIEZA: **5-12-93** TERMINA: **5-19-93**

OBSERVACIONES: IMPORTE: \$ **107.00**
DEPOSITO: **20.00**

TOTAL \$ **87.00**

MES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ac																															
mayo												X	X						X	X											
																		14													

TEXTO: **PUBLIC ANNOUNCEMENT**

Periódico

Horizonte

El Eco de tu Sentir

Ave. Principal H-3, Urb. Baralt

Fajardo, PR 00738

Tel. y Fax **860-0446**

Nombre:

Floyd Santiago

#SS.

#Lic.

Dirección Postal:

*Box 495 Arecibo,
P.R. 00613*

Teléfono:

878-4936 y Fax

Firma Comercial:

Dirección Física:

FECHAS A SEPARAR:

Ene.

Feb.

Mar.

Abr.

May.

Jun.

Jul. *1, 8, 15*

Ago.

Sep.

Oct.

Nov.

Dic.

Título del Anuncio:

Edicto

Tamaño:

3 X 1

#. Inserciones:

3

Posición:

R.O.P.

Color:

BLW

Costo por Pulgada:

\$10.00

Costo total:

\$90.00

ESPECIFICACIONES:

Información Adjunta

Fecha:

29-june-1993

Firma Autorizada:

Floyd Santiago

Representante Horizonte:

Rubedy Bidal Baerga

Toda Cancelación de anuncios deberá notificarse por escrito a nuestro Departamento de Anuncios con 48 horas de anticipación a su publicación. Ver condiciones al dorso

Total Contrato:

\$ 90.00

Depósito:

Balance:

\$ 90.00

A pagar

NO. 5

TRIP EXPENSES TO CULEBRA

DATE	PERSON	TICKET	TRANS.	FOODS AND PARKING	TOTAL EXPENSES
OCTOBER 92	2	60.00	50.00	40.00	\$150.00
APRIL 93	1	30.00	50.00	20.00	\$100.00
MAY 93	1	30.00	50.00	20.00	\$100.00
JUNE 93	2	60.00	50.00	40.00	\$150.00
JULY 93	1	30.00	50.00	20.00	\$100.00
AUGUST 93	1	30.00	50.00	20.00	\$100.00
SEPTEMBER 93	1	30.00	50.00	20.00	\$100.00
DECEMBER 93	1	30.00	50.00	20.00	\$100.00
FEBRARY 94	1	30.00	50.00	20.00	\$100.00
TOTAL EXPENSES					<u>\$1,000.00</u>

Lloyd M. Santiago Sant

NO. 6

PAST DUE

BONAFIDE BILINGUAL REPORTING SERVICE

P.O. BOX 93

SAN JUAN, PUERTO RICO 00902

(809) 250-8507, 754-0371

PAYABLE UPON RECEIPT - \$10.00 PER MONTH REBILLING CHARGE

DAVID L. HILL, ESQ.
O'CONNOR & HANNAN
SUITE 800
1919 PENNSYLVANIA AVENUE
WASHINGTON, D.C. 20006

JULY 21, 1993
INVOICE NO. 9821
RE: APPLICATION OF
AUREO A. MATOS
LOURDES RODRIGUEZ BONET
BPG-91114(MS)

LS DEPOSITION OF AUREO A. MATOS TAKEN ON JUNE 25, 1993
IN THE ABOVE CAPTIONED CASE.

86	PAGES AT \$4.25 PER PAGE	\$366.00
	APPEARANCE FEE:	75.00
	MAILING FEE:	10.00

TOTAL AMOUNT DUE

\$451.00

S. ENCARNACION
D/B/S BERS
P.O. BOX 93
SAN JUAN, PUERTO RICO 00902
(809) 250-8507 - 754-0371

DAVID L. HILL
O'CONNOR & HANNAN
1919 PENNSYLVANIA AVENUE N.W. RE:
SUITE 800
WASHINGTON D.C. 20006-3483

JULY 12, 1993

INVOICE NO. 9815
APPLICATION OF AUREO A. MATOS
LLOYD SANTIAGO SNTOS AND
LOURDES RODRIGUEZ
BONET
FOR CONSTRUCTION PERMIT FOR A
NEW STATION ON
CHANNEL 392A IN
CULEBRA,
PUERTO RICO
MM DOCKET NO. 93-89

LS INTERPRETATION SERVICES RENDERED ON JUNE 25, 1993
IN THE ABOVE CAPTIONED CASE IN SAN JUAN, PUERTO RICO.

3 HOURS AT \$50.00 AN HOUR \$150.00

TOTAL AMOUNT DUE \$150.00

EXHIBIT B

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made as of this day of July, 1994 by and between Aurio A. Matos ("Matos") and Lloyd Santiago Santos ("Santiago").

WHEREAS, Santiago and his wife, Lourdes Rodrigues Bonet jointly filed an application for a new FM Station to serve Culebra, Puerto Rico (the "Santiago and Rodrigues Application"); and

WHEREAS, Matos had filed an application for a new FM Station to serve Culebra, Puerto Rico; and

WHEREAS, the Matos and Santiago and Rodrigues applications were mutually exclusive and designated for hearing by the Commission; and

WHEREAS, Matos and Santiago and Rodrigues did enter into an agreement on March 1, 1994, to settle the pending FCC proceeding, proposing voluntary dismissal of the Santiago and Rodrigues Application and grant of the Matos application (the "Settlement Agreement"); and

WHEREAS, Santiago claims experience in broadcast management, and Matos has agreed to hire Santiago on a part-time basis for a period of two years as an Operations Consultant;

NOW THEREFORE, in consideration of the promises made herein, the parties agree as follows:

1. This Agreement shall have a term of two (2) years commencing upon the date Matos is issued a construction permit for the Culebra station.

2. Santiago will provide consulting services to Matos on a part-time basis relating to the establishment of sales record

keeping systems, marketing strategies and promotional strategies for the new FM station. Implementation and use of any plans or strategies proposed by Santiago will take place under the direction of Matos.

3. Matos agrees to pay Santiago the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) per year for each of the two years as compensation for his part-time services. Such compensation shall be paid to Santiago in monthly installments of One Thousand Forty Dollars (\$1,040.00) on the last day of every month during the term of this Agreement. To arrive at the annual salary, monthly payments for the twelfth and twenty-fourth month will be One Thousand Sixty Dollars (\$1,060.00). The Parties anticipate that Santiago will work approximately Forty (40) hours per month for an hourly salary of Twenty Six Dollars (\$26.00) per hour.

R. J. M.
4. Within ten (10) days after the FCC issues a construction permit to Matos, Matos will place Rodrigues' first year salary in an Escrow Account, pursuant to an Escrow Agreement which will instruct the Escrow Agent to release the funds on a monthly basis pursuant to the payment schedule described herein. The salary for the second year salary shall be placed in escrow one year after the date the first year salary is placed in escrow provided that neither party has terminated this Agreement. Distribution of the second year salary shall follow the same procedure as utilized to distribute the first year salary.